



राजपत्र, हिमाचल प्रदेश

(असाधारण)

हिमाचल प्रदेश राज्यशासन द्वारा प्रकाशित

सिमला, शनिवार, 12 जून, 1982/22 ज्येष्ठ, 1904

हिमाचल प्रदेश सरकार

INDUSTRIES DEPARTMENT

NOTIFICATION

Simla-2, the 9th June, 1982

No. Udyog-Chh (10)-3/80 (Acq).—Agreement made between the Government of Himachal Pradesh and M/s PAPER MACHINE WIRE INDUSTRIES LIMITED, Barotiwala, District Solan (Himachal Pradesh), a company registered under Indian Companies Act, 1882 for the acquisition of 10-02-00 bighas of land situated in village Kunjhal, Tehsil Nalagarh, District Solan (Himachal Pradesh) comprising Khasra Nos. 682/31/1, 682/31/2/2, 677/27, 696/54, 701/60, 103/5 and 103/6 through the Industries Department for the purpose of construction of factory building and or for the purpose for the Speciality Paper Project. is hereby published in the Extra-ordinary Gazette for the information of general public under Section 39 of the Land Acquisition Act, 1894.

By order,
R. K. ANAND,
Commissioner & Secretary.

Agreement under Section 41 of the Land Acquisition Act, 1894

Articles of agreement made this day of 7th June, 1982 between the M/s Paper Machine Wire Industries Ltd., a company registered under the Indian Companies Act, 1882, and having its registered office at N.K.M. International House, 5th Floor, 178, Backbay Reclamation, in Bombay, Maharashtra State (hereinafter called the company) of the one part, and the Governor of the State of Himachal Pradesh (hereinafter called the 'Governor') of the other part.

WHEREAS, upon the application of the company, the Government of Himachal Pradesh have agreed to acquire on behalf of the company under the provisions of the Land Acquisition Act, 1894 (1 of 1894) the pieces or parcels of land containing 10 Bighas 02 Biswas thereabout described and delineated in the schedule hereto annexed and situated in Kunjhal village, Pargana Dharampur, Tehsil Nalagarh of Solan district, is having been shown to the satisfaction of the said Government that the proposed acquisition is needed for the construction of a work likely to prove useful to the public, namely, installation of speciality paper project.

And whereas the said Government of Himachal Pradesh have called upon the company under the provisions of section 41 of the said Act to enter into the agreement with the Governor hereinafter contained. Now this indenture witnesseth that it is hereby agreed and declared as follows:—

- (1) On demand the Company shall and will pay to the said Government of Himachal Pradesh all and every compensation in respect of the said land tendered, paid or awarded or to be tendered, paid or awarded by the Collector under the Land Acquisition Act, 1894 or by Court to which a reference under Part III of the said Act may be made or by the Court or Courts to which an appeal from the award of the said Court may be preferred and all costs, charges and expenses of the proceedings in the aforesaid Courts or otherwise incidental to the proposed acquisition or payable in respect thereof under the provisions of the said Act.
- (2) On demand made by the said Collector the obligations of the Company under the last preceding clause not being thereby limited, the Company shall and will deposit with the said Collector such sum or sums of money as in his discretion the said Collector may in anticipation estimate to be necessary for the purposes mentioned in the last preceding clause.
- (3) On payment by the Company of all demands under the foregoing first clause, or, in the discretion of the said Government of Himachal Pradesh on deposit by the Company of all estimated amounts as provided in the second clause, but not before possession shall have been taken under the provisions of the above-mentioned Act, the Governor shall make over possession of the said land to the Company and shall execute and do all such acts and deeds as may be necessary and proper for effectively vesting the same in the Company.
- (4) The said land shall be held by the Company for the purpose of construction of

buildings and/or for the purpose for the Speciality Paper Project as is hereinbefore mentioned.

- (5) The said construction work shall be completed within two years from the date on which possession of land shall have been given to the Company.
- (6) Should the said construction not be completed within the period stated in the last preceding clause or within such further period as in its discretion may be prescribed or allowed by the said Government of Himachal Pradesh or should the said land at any time thereafter cease for the period of six consecutive months to be held and used or cease to be required for the purpose or purposes provided for in the foregoing fourth clause then and in any such case the said Government may summarily re-enter upon and take possession of the said land together with all buildings thereon, whether such buildings were erected before or after transfer of the land to the Company, and thereupon the interest of the Company in the said land and buildings shall absolutely cease and determine.
- (7) On taking such possession the said Government may sell or otherwise deal with the said land and buildings as it may think proper.
 - (i) Should the said Government sell the land with the buildings, the said Government after deducting the expenses incurred in connection with the said taking of possession and with such sale shall pay the proceeds to the Company.
 - (ii) Should the said Government decide not to sell the land and buildings, the said Government shall retain the said land and buildings thereon in which case the Governor shall repay to the Company the market value as on the day of re-entry of all the buildings erected by the Company and all sums received from the Company in respect of all and every compensation as provided in the foregoing first clause (less the statutory allowance of 15 per cent and less any amount received on account of trees and buildings which are not in existence at the time of resumption), but will not repay any sums paid and received on account of costs, charges, expenses.
 - (iii) Should the said Government decide to sell the buildings only, upon such sale, the Governor shall, after deducting the expenses of taking possession and selling, pay the balance of the proceeds of sale to the Company together with the sum received from the Company in respect of compensation for the land (less the statutory allowance of 15 per cent and less any amount received from the Company on account of trees and buildings which are not in existence at the time of resumption), but will not repay any sum paid and received on account of costs, charges and expenses.
- (8) Sales of the finished products will be made from Himachal Pradesh.
- (9) The "Registered Office" of the Company for the Project will be located in Himachal Pradesh.
- (10) Employment will be given by the Company in their industry to be set up at Barotiwala (Himachal Pradesh) to Himachali people only. However, there will be relaxation only in respect of the posts which would be purely technical and highly qualified.
- (11) Should any dispute or difference arise touching or concerning the subject matter of this Agreement or any covenant clause or thing therein contained, the same shall be referred to the said Government of Himachal Pradesh for opinion and the decision of the said Government upon such dispute or difference shall be final and conclusive and binding on the parties hereto.
- (12) In witness whereof the duly constituted attorney of the Company and the Governor

of the State of Himachal Pradesh have hereunto set their respective hand and seals the day and year first above written.

Signed, sealed and delivered by:

For Paper Machine Wire Industries Ltd.
S. K. KHAITAN,
Financial Controller.

ATTORNEY

for the Company in the presence of:

Witness:

N. C. KAUSHAL,
Burnside Cottage,
Tilak Nagar, Simla-5.

Signed, sealed and delivered by:

J. P. NEGI,
Deputy Secretary,
(Industries) to the Govt. of H.P.

On behalf of the Governor of the State of Himachal Pradesh
in the presence of:

Witness:

Sd/-
Section Officer,
Industries Branch.

SCHEDULE OF LAND

District : SOLAN

Tehsil : NALAGARH

Village	Khasra No.	Area	
		Big.	Bis.
KUNJHAL	682/31/1	1	00
	682/31/2/2	0	07
	677/27	3	14
	696/54	2	19
	701/60	0	05
	103/5	0	18
	103/6	0	19
Total		10	02

For Paper Machine Wire Industries Ltd.

Sd/-
S. K. KHAITAN,
Financial Controller.